Remarks

The Office Action dated Office Action dated January 27, 2011, and made Final, and the Advisory Action dated April 5, 2011, have been carefully reviewed and the foregoing Amendment and remarks have been made in consequence thereof.

Claims 1-8 and 10-31 are now pending in this application. Claims 1-31 stand rejected. Claim 9 has been canceled.

Applicants appreciate the courtesies shown to Applicants' representative Kevin Jones by Examiner Lanier in the April 7, 2011 telephonic interview. No demonstration was given, and no exhibit was shown. Applicants' record of the substance of the interview is further incorporated into the following remarks.

The rejection of Claims 1-7 and 10-31 under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 6,353,734 to Wright in view of U.S. Patent No. 7,039,120 to Thoumy et al. (hereinafter referred to as "Thoumy") is respectfully traversed.

Wright describes transmitting a record of aircraft flight performance and engine performance over a ground link-based aircraft data communication system. An airport-resident ground data link subsystem 200 downloads engine data during initial take-off, and flight performance data after the aircraft has landed. An aircraft-installed ground data link subsystem 100 is operatively coupled to sensors positioned on the aircraft for sensing engine conditions and for generating engine data relating to the operation of the engine during at least initial take-off. Data collected by the sensors is stored in a memory 134. The aircraft-installed ground data link subsystem 100 includes a wireless transceiver 136 that accesses data stored in the memory 134, encrypts the data, and transmits the data via a selected sub-channel of the wireless ground communication link to a wireless router 201 of the airport-resident ground data link subsystem 200. The Examiner acknowledges that Wright does not describe or suggest disabling a transmission of monitored information when a subscriber has failed to satisfy at least one predefined obligation in a data sharing agreement between an owner of the information and the subscriber. Thus, the Examiner asserts that Thoumy describes disabling a transmission of monitored information when a subscriber has failed to satisfy at least one predefined obligation in a data sharing agreement between an owner of the information and the subscriber. Applicants respectfully disagree.

Thoumy describes transmitting information between a peripheral station 1402 and a base station 1401 over a communication channel. The transmissions may require a service quality (in terms of transmission error rate and transmission rate) different from that allocated for a previous transmission of information, and a number of carriers and a modulation are associated with the peripheral station 1402 are adapted guaranteeing this new service quality. The required service qualities are also expressed in terms of transmission error rate threshold and variation in the transmission rate acceptable for a given information transmission. Accepting that the transmission rate can vary within a range instead of requiring a single value makes it possible to limit the number of possibilities of reconfiguration of the transmission parameters and to be able to terminate a transmission from the peripheral station 1402 to the base station 1401 in an event that the base station 1401 determines that the transmission is not compliant with this criterion.

That is, Thoumy describes terminating a transmission sent from a peripheral station (alleged subscriber) to a base station (alleged supervisory processor) if the base station determines that the transmission does not meet certain criteria. Thus, the base station described in Thoumy is analyzing transmissions received from the peripheral station (alleged subscriber), which is the opposite of what is recited in the present claims. For example, the present claims render information accessed by a subscriber unusable if terms of a data sharing agreement are violated, as opposed to Thoumy, which enables a base station (alleged supervisory processor) to terminate transmissions sent from a peripheral station (alleged subscriber) to the base station. That is, Thoumy terminates a transmission of data while the present claims render data accessed by a user unusable. Thus, unlike Thoumy, a user still has access to the data; however, the data is unusable if terms if an agreement are violated.

Claim 1 recites a method of selectively controlling communication between a data source and a subscriber that comprises "receiving, from the data source, a stream of data at a supervisory processor; enabling the subscriber to have access to the stream of data; controlling transmission of the stream of data from the supervisory processor to the subscriber based on a configuration of the supervisory processor; determining that the subscriber has failed to satisfy at least one predefined obligation in a data sharing agreement between an owner of the stream of data and the subscriber; and receiving a disabling configuration instruction at the supervisory processor which alters the configuration of the supervisory processor, wherein the altered configuration of the supervisory processor renders the stream of data accessed by the subscriber, unusable by the subscriber."

No combination of Wright and Thoumy describes nor suggests a method of selectively controlling communication between a data source and a subscriber as is recited in Claim 1. More specifically, no combination of Wright and Thoumy describes nor suggests a method of controlling transmission of a stream of data from a supervisory processor to a subscriber based on a configuration of the supervisory processor, determining that the subscriber has failed to satisfy at least one predefined obligation in a data sharing agreement between an owner of the stream of data and the subscriber, and receiving a disabling configuration instruction at the supervisory processor which alters the configuration of the supervisory processor, wherein the altered configuration of the supervisory processor renders the stream of data accessed by the subscriber, unusable by the subscriber. Rather, the Examiner acknowledges that Wright does not describe or suggest disabling a transmission of monitored information when a subscriber has failed to satisfy at least one predefined obligation in a data sharing agreement between an owner of the information and the subscriber and the Examiner relies on Thoumy as allegedly describing this feature. Applicants respectfully disagree.

Thoumy merely describes terminating a transmission sent from a peripheral station (alleged subscriber) to a base station (alleged supervisory processor) if the base station determines that the transmission does not meet certain criteria. Thus, the base station described in Thoumy is analyzing transmissions received from the peripheral station (alleged subscriber), which is the opposite of what is recited in Claim 1. For example, Claim 1 enables a supervisory processor to render a stream of data, accessed by a subscriber, unusable by the subscriber based on a data sharing agreement, as opposed to Thoumy, which enables a base station (alleged supervisory processor) to terminate transmissions sent from a peripheral station (alleged subscriber) to the base station.

Accordingly, for at least the reasons stated above, Claim 1 is submitted to be patentable over Wright in view of Thoumy.

Claims 2-7, 10 and 11 depend from independent Claim 1. When the recitations of Claims 2-7, 10 and 11 are considered in combination with the recitations of Claim 1, Applicants submit that dependent Claims 2-7, 10 and 11 likewise are patentable over Wright in view of Thoumy.

Claim 12 recites a data network that comprises "a first proprietary network segment configured to receive proprietary data communication from a proprietary data source . . . a supervisory processor communicatively coupled to said first proprietary network segment, said processor configured to execute software instructions based on a processor configuration . . . a subscriber network segment coupled to said supervisory processor, said subscriber network segment configured to enable a subscriber to access a transmission of subscriber data and render a transmission of the subscriber data accessed by the subscriber from said supervisory processor unusable if it is determined that the subscriber has failed to satisfy at least one predefined obligation in a data sharing agreement between an owner of the subscriber data and the subscriber."

No combination of Wright and Thoumy describes nor suggests a data network as is recited in Claim 12. More specifically, no combination of Wright and Thoumy describes nor suggests a subscriber network segment configured to enable a subscriber to access a transmission of subscriber data and render a transmission of the subscriber data accessed by the subscriber from said supervisory processor unusable if it is determined that the subscriber has failed to satisfy at least one predefined obligation in a data sharing agreement between an owner of the subscriber data and the subscriber. Rather, the Examiner acknowledges that Wright does not describe or suggest disabling a transmission of monitored information when a subscriber has failed to satisfy at least one predefined obligation in a data sharing agreement between an owner of the information and the subscriber and the Examiner relies on Thoumy as allegedly describing this feature. Applicants respectfully disagree.

Thoumy merely describes terminating a transmission sent from a peripheral station (alleged subscriber) to a base station (alleged supervisory processor) if the base station determines that the transmission does not meet certain criteria. Thus, the base station described in Thoumy is analyzing transmissions received from the peripheral station (alleged subscriber), which is the opposite of what is recited in Claim 12. For example, the Claim 12 enables a subscriber network segment to render a transmission of subscriber data from a supervisory processor to a subscriber unusable, as opposed to Thoumy, which enables a base station (alleged supervisory processor) to terminate transmissions sent from a peripheral station (alleged subscriber) to the base station.

Accordingly, for at least the reasons stated above, Claim 12 is submitted to be patentable over Wright in view of Thoumy.

Claims 13-21 depend from independent Claim 12. When the recitations of Claims 13-21 are considered in combination with the recitations of Claim 12, Applicants submit that dependent Claims 13-21 likewise are patentable over Wright in view of Thoumy.

Claim 22 recites a gas turbine control monitoring system for selectively transmitting gas turbine engine operational data from a supervisory processor to a subscriber. The gas turbine control monitoring system comprises, "a subscriber data network communicatively coupled to said supervisory processor, wherein said supervisory processor is configured to transmit gas turbine engine operational data to the subscriber through said subscriber data network, and wherein the gas turbine engine operational data transmitted from said supervisory processor to said subscriber is altered and rendered unusable if it is determined that the subscriber has failed to satisfy at least one predefined obligation in a data sharing agreement between an owner of the gas turbine engine operational data and the subscriber."

No combination of Wright and Thoumy describes nor suggests a gas turbine control monitoring system as is recited in Claim 22. More specifically, no combination of Wright and Thoumy describes nor suggests a gas turbine control monitoring system that includes a subscriber data network communicatively coupled to a supervisory processor, wherein a supervisory processor is configured to transmit gas turbine engine operational data to a subscriber through the subscriber data network, and wherein the gas turbine engine operational data transmitted from the supervisory processor to the subscriber is altered and rendered unusable if it is determined that the subscriber has failed to satisfy at least one predefined obligation in a data sharing agreement between an owner of the gas turbine engine operational data and the subscriber. Rather, the Examiner acknowledges that Wright does not describe or suggest disabling a transmission of monitored information when a subscriber has failed to satisfy at least one predefined obligation in a data sharing agreement between an owner of the information and the subscriber and the Examiner relies on Thoumy as allegedly describing this feature. Applicants respectfully disagree.

Thoumy merely describes terminating a transmission sent from a peripheral station (alleged subscriber) to a base station (alleged supervisory processor) if the base station determines that the transmission does not meet certain criteria. Thus, the base station described in Thoumy is analyzing transmissions received from the peripheral station (alleged subscriber), which is the opposite of what is recited in Claim 22. For example, Claim 22 renders a transmission of data from a supervisory processor to a subscriber unusable, as opposed to Thoumy, which enables a base station (alleged supervisory processor) to terminate transmissions sent from a peripheral station (alleged subscriber) to the base station.

Accordingly, for at least the reasons stated above, Claim 22 is submitted to be patentable over Wright in view of Thoumy.

Claims 23-31 depend from independent Claim 22. When the recitations of Claims 23-31 are considered in combination with the recitations of Claim 22, Applicants submit that dependent Claims 23-31 likewise are patentable over Wright in view of Thoumy.

For the reasons set forth above, Applicants respectfully request that the Section 103 rejection of Claims 1-7 and 10-31 be withdrawn.

The rejection of Claims 8 and 9 under 35 U.S.C. § 103(a) as being unpatentable over Wright in view of Thoumy, and further in view of U.S. Patent No. 6,476,763 to Allen (hereinafter referred to as "Allen") is respectfully traversed.

Wright and Thoumy are described above. The Examiner alleges that Allen describes a vehicle telemetry system whose transmission system is disabled after a period of inactivity. However, even if this allegation is true, Allen does not remedy the deficiencies of Wright and Thoumy in describing or rendering obvious the features of Claim 1.

Claim 9 is canceled. Claim 8 depends from independent Claim 1, when the recitations of Claim 8 are considered in combination with the recitations of Claim 1, Applicants submit that dependent Claim 8 likewise is patentable over Wright in view of Thoumy, and further in view of Allen.

For the reasons set forth above, Applicants respectfully request that the Section 103 rejection of Claims 8 and 9 be withdrawn.

In view of the foregoing amendments and remarks, all the claims now active in this application are believed to be in condition for allowance. Reconsideration and favorable action are respectfully solicited.

Respectfully submitted,

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